

## LICENSE AND PERMIT BOND Region One

### TO COVER ENCROACHMENTS ON PROPERTY AND RIGHT OF WAY BELONGING TO THE UTAH DEPARTMENT OF TRANSPORTATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE : \_\_\_\_\_

Mailing address: \_\_\_\_\_, Phone: \_\_\_\_\_

As Principal, and \_\_\_\_\_ As Surety,

being duly authorized to transact business in the State of Utah, are held and firmly bound unto the UTAH DEPARTMENT OF TRANSPORTATION, as Obligee, in the full penal sum of

\_\_\_\_\_. For the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents, for damages resulting from encroachments identified below for a period of three (3) years following the completion of the project or projects constituting the encroachment.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

WHEREAS, the above bounded Principal is about to obtain from the Obligee a license of permit for encroaching, including but not limited to excavations, utility installation, seismic testing, etc., according to the agreement executed between the Principal and Obligee on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and expressly incorporated into this bond by reference, and

WHEREAS, the Principal is required by regulation to file with the Utah Department of Transportation, a bond conditioned as herein set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall on and after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ indemnify said Obligee against all loss, costs, expenses or damage to it caused by the Principal's non compliance with or breach of any law, statutes, ordinances, rules or regulations pertaining to such license of agreement, and in particular the Standard Specification of Road and Bridge Construction of the State of Utah and the Agreement Bond, then this obligation shall become void and of no effect, otherwise to be and remains in full force and virtue until \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and,

PROVIDED, HOWEVER, that this bond be enforced for a term of three years by the Surety heron, of that this bond may cover additional "encroachments" to be made at a future date by certificate executed by the Surety hereon.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Principal Seal

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety Seal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_ Being first duly sworn, an oath,  
DEPOSES AND SAYS: That he is Attorney-in-Fact of \_\_\_\_\_ the  
Surety of the foregoing bond, and that he is authorized to execute and deliver the foregoing  
obligation; that said Company is authorized to execute the same, and has complied in all respects  
with the laws of Utah in reference to begin sole surety upon bonds, undertakings and obligations.

\_\_\_\_\_  
MAILING ADDRESS OF SURETY COMPANY

\_\_\_\_\_  
PHONE OF SURETY COMPANY

\_\_\_\_\_  
Signed

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.